



**FOREST LAKE AREA SCHOOLS
FOREST LAKE, MN 55025**

August 5, 2010

AGENDA ITEM: 9.3

TOPIC: MENTAL HEALTH INTERAGENCY AGREEMENTS

BACKGROUND: A group of administrators, teachers and local mental health providers have been meeting since early fall 2009 to consider an interagency collaboration that allows the provision of mental health services in the schools for students who need those services.

The model involves interagency and co-location agreements with mental health providers who come to the school to provide treatment to students within their school day. Agreements are developed that ensure confidentiality between the work of school personnel from the service of the mental health providers.

PROCESS: Interagency Agreements between the district and local mental health providers are presented for the School Board's consideration.

RECOMMENDATION: This is the second reading of the Interagency Agreement allowing mental health services in the schools. The following signed contracts are provided for board approval.

John Merges, Licensed Independent Clinical Social Worker
Lakes Area Youth Service Bureau
Dawn Bove', Licensed Psychologist

AGREEMENT FOR PROVIDING MENTAL HEALTH TREATMENT SERVICES AT A SCHOOL SITE

This Agreement is entered into between Independent School District No. 831, Forest Lake, Minnesota (hereinafter referred to as “District”) and Lakes Area Youth Services Bureau, a Minnesota non profit organization which provides mental health treatment services to minors and their families (hereinafter referred to as “Provider”). The District and Provider are herein referred to collectively as the “Parties”.

In consideration of the mutual covenants and promises contained herein, including access to District property and premises and the relinquishing of certain legal rights and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

1. Access to a school site.

District agrees to allow Provider access to a space it has selected (hereinafter referred to as the “Appointment Room”) in a school site as described and specified in Exhibit 1, hereto, for the purposes and under the circumstances described herein and subject to the limitations set forth herein. The District reserves the right to change the Appointment Room as circumstances require.

2. Term of Agreement

The term of this agreement shall be for a period of one year.

District may terminate this Agreement at any time by delivering to Provider written notice stating that five (5) business days subsequent to the date of delivery all rights and privileges extended to the Provider as the result of this Agreement shall terminate. Such notice may be given for any reason or for no reason at all.

Provider agrees that termination of this Agreement by District for any reason or for no reason shall not give rise to a right of legal recourse of any nature.

Such notice shall be delivered personally or via U.S. Mail to Provider at 244 North Lake Street Forest Lake, Minnesota 55025 . If notice is given by mail, it shall be considered to have been delivered three (3) days subsequent to the date of mailing.

3. Additional Consideration

Additional consideration for this Agreement shall consist of the increased efficiency and cost savings to each party to be gained by minimizing the period of time students must leave school in order to attend appointments with mental health care providers and improved access to student patients by those providers.

4. Purpose of the Agreement

The Parties have entered into this Agreement for the sole purpose of facilitating Provider's delivery of mental health treatment services to students of the District in a manner which minimizes the disruption of the school day of District's students because of the necessity of attending appointments with the Provider which must be held during the school day.

Provider's presence in a school site of the District pursuant to this agreement does not constitute authorization to visit, observe or participate in the educational process or program of any student of the District, including a student with whom the Provider has a professional relationship. Consent to visit, observe or participate in the educational program or activities of a student of the District must be obtained, in advance, from the District's site administrator who makes such decisions in accordance with existing district data privacy policies.

Allowing Provider to access space in a District facility pursuant to this Agreement is not intended to, and shall not have the effect of, creating any legal relationship with the Provider other than that of licensee.

5. Scheduling the Use of the Premises

Provider recognizes and agrees that it will give District two weeks notice of the initial scheduling and expected duration of each appointment with a student and five days thereafter for ongoing appointments. Such notice shall be given, via email, to the District's site administrator. The District shall inform Provider of the appropriate email address.

District shall furnish Provider a copy of the current school calendar and amendments within five days of any amendment thereto.

Should it be necessary for Provider to schedule an appointment with a student on a day when school is not in session, including during summer or seasonal breaks, District may choose to make arrangements to provide Provider and the student access to the building.

Provider acknowledges that during times when it has not been scheduled for use by Provider pursuant to this Agreement, the Appointment Room is scheduled and used by District for other purposes.

6. Use of the Appointment Room

During periods scheduled for an appointment by Provider, the District will make reasonable efforts to assure uninterrupted use of the Appointment Room by Provider and a student. Provider may post a “Do Not Disturb” sign on the door to the Appointment Room when it is being used pursuant to this agreement.

The Appointment Room may be used by Provider solely for the purpose of conducting appointments Provider has scheduled with District students which cannot be scheduled after school. No other use, legal or illegal, shall be permitted.

No files relating to or arising out of the professional relationship between the Provider and a student or the student’s family shall be stored or maintained on the premises of the school site, including within the Appointment Room.

Provider may utilize desks, chairs, black/white boards and other equipment located in the room during scheduled appointments but shall restore such equipment to its pre-appointment condition and location at the end of the appointment.

No appointment with a student shall be conducted at the school site identified in Exhibit 1, hereto, which removes a student from daily educational programming unless the student’s parent or guardian has previously provided the District’s site administrator a written excuse for the period of the appointment which is consistent with the District’s student attendance policies and the compulsory attendance statute; i.e., absence due to child illness, mental health or counseling appointments. Minnesota Statute Section 120A.22, Subdivision 12.

7. District Policies

Provider agrees that its use of the Appointment Room shall be subject to District and Building Policies regarding the use, possession or distribution of controlled substances, alcohol and tobacco as well as prohibitions against the possession of guns and weapons. It is agreed that student conduct shall be subject to these policies and requirements notwithstanding student’s presence in the Appointment Room as the result of the student’s professional relationship with the Provider. Any violation of these policies (attached hereto as Exhibit 2) must be reported to the site administrator.

Provider agrees that its use of an Appointment Room is, additionally, subject to the provisions of certain School Board Policies which are listed in Exhibit 3 hereto and with which Provider agrees to familiarize itself via the District website.

Provider acknowledges and agrees that the student code of conduct for the school site in which the Appointment Room is located will apply to the student while the student is in the Appointment Room and that violations of the code of conduct must be reported to the site administrator.

Provider agrees to comply with the District Visitors Policy.

8. Access to Data

Provider acknowledges that educational data created, gathered or maintained by the District is subject to the requirements of the Family Educational Rights and Privacy Act and the Minnesota Government Data Act. The parties agree that this Agreement does not alter in any manner or degree a student's right of privacy in educational records generated by the District or records generated or maintained by the Provider in the course of its professional relationship with the student. Each party agrees and understands that it will not provide the other with information arising out of its relationship with a student except pursuant to written and legally sufficient authorization by the student or the student's parent.

9. Licenses and Qualifications

Provider warrants that it and any of its employees or agents who utilize an Appointment Room pursuant to this Agreement possess all licensure and qualifications required for the services which they deliver to District students in a District site.

10. Insurance and Indemnification

Provider agrees to hold harmless and to defend and indemnify the District, its officers, agents and employees from and against any and all claims of any nature based upon or arising out of the provision of services to students or their families at a school site pursuant to this Agreement.

Provider agrees to name the District, its officers, agents and employees as additional named insureds on its public liability, professional and malpractice insurance policies providing coverage for claims of any nature arising out of services it provides students or their families at a school site pursuant to this Agreement.

Such insurance shall provide coverage in the amount of \$500,000 for the claim of any single individual and \$1,500,000 for any number of claims arising out of a single occurrence and shall not be written on an aggregate claim basis.

Provider promises that it will maintain such insurance in full force and effect at all times during the term of this Agreement and to annually furnish District a certificate

confirming the coverage and describing the nature and amount of the public liability, professional and malpractice insurance procured pursuant to this Agreement.

11. Status of Provider's Employees and Agents

This Agreement shall not be construed to give rise to an employment relationship between District and any representative or agent of the Provider.

12. Assignment

Neither party to this Agreement shall assign, delegate or transfer any rights or obligations under this Agreement without the prior written consent of the other party.

13. Amendments

This Agreement may only be amended in writing and by the mutual agreement of the parties.

14. Severability

If any provision of this agreement is held unenforceable by a court of law, the remainder of the Agreement shall remain in full force and effect.

15. Laws of Minnesota

This Agreement shall be governed by the laws of the State of Minnesota.

16. Entire Agreement

This Agreement contains the entire Agreement between the parties with regard to the matters set forth herein.

Dated: _____

**INDEPENDENT SCHOOL
DISTRICT NO. 831**

(PROVIDER)

Board President

Title